

Contract no 512

AGREEMENT  
BETWEEN  
CAPE MAY COUNTY  
CAPE MAY COURT HOUSE, NEW JERSEY  
and  
COUNTY PROSECUTOR  
OF THE COUNTY OF  
CAPE MAY  
and  
P.B.A. LOCAL 59  
POLICE BENEVOLENT ASSOCIATION  
  
COVERING THE PERIOD  
JANUARY 1, 1992 THROUGH DECEMBER 31, 1992

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### PREAMBLE

This Agreement, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, by and between the COUNTY OF CAPE MAY, in the County of Cape May, New Jersey, hereinafter called the "County", and the COUNTY PROSECUTOR OF THE COUNTY OF CAPE MAY, hereinafter called the "Prosecutor", and P.B.A. LOCAL 59, POLICE BENEVOLENT ASSOCIATION, hereinafter called the "P.B.A." or "Association", represents the complete and final understanding on all the bargainable issues between the parties.

### ARTICLE ONE

#### PURPOSE

This Agreement is entered into pursuant to the provisions of Chapter 303, Laws of 1968 and as amended (N.J.S.A. 34:13a-5.1, etc.) of the State of New Jersey, to promote and ensure harmonious relations, cooperation and understanding between the parties; to prescribe the respective rights and duties of the parties; and to provide for the resolution of legitimate grievances, all in order that the public service and law enforcement shall be expedited and effectuated in the best interests of the people of the County of Cape May.

## ARTICLE TWO

### RECOGNITION

The County and the Prosecutor hereby recognize Local 59 Policeman's Benevolent Association, as the sole and exclusive collective bargaining representative for all regular full-time employees holding the title of Lieutenant of County Detectives and Captain of County Detectives, and employed by the Cape May County Prosecutor's Office for the purposes of collective bargaining and all other activities relative thereto pursuant to the Public Employees Relations Act of the State of New Jersey and all other applicable law.

All professional employees, confidential employees and managerial executives (such as Chief of Detectives) are specifically excluded from this contract.

## ARTICLE THREE

### MANAGEMENT RIGHTS

A. The Prosecutor hereby retains and reserves unto himself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in him prior to the signing of this Agreement by the Laws and Constitution of the State of New Jersey and of the United States, including but without limiting the generality of the foregoing, the following rights:

1. To exercise all management functions and responsibilities which he as Employer has not expressly modified or restricted by a specific provision of this agreement;

2. To the executive management and administrative control of the County Prosecutor's Office and its properties and facilities and to determine the methods of operation to be offered by his employees and to direct the activities of his employees;

3. To establish and administer policies and procedures related to personnel matters, departmental activities, employee training, departmental and maintenance of the facilities and equipment of the Prosecutor's Office;

4. To reprimand, suspend, demote, discharge or otherwise discipline employees for cause;

5. To determine the standards of selection of employment and to hire, promote, transfer, assign, reassign, lay-off and recall employees to work and to determine their qualifications and conditions for continued employment or assignment;

6. To determine the number of employees and the duties to be performed;

7. To maintain the efficiency of employees in the performance of their duties and to maintain the efficiency of its operations;

8. To determine staffing patterns and areas worked, to control and regulate the use of facilities, supplies, equipment, materials and other property of the Prosecutor's Office;

9. To relieve employees from duty because of lack of work, lack of funding, or legal cause;

10. To determine the amount of overtime to be worked;

11. To determine the methods, means and personnel by which its operations are to be conducted;
12. To determine the content of work assignments;
13. To exercise complete control and discretion over the organization and the technology of performing its work;
14. To maintain the efficiency and effectiveness of the Cape May County Prosecutor's Office;
15. To make or change office rules, regulations, policies, and resolutions as the Prosecutor may from time to time deem best for the purposes of maintaining order, safety and/or the effective and efficient operation of the work of the Prosecutor's Office; and
16. To generally manage the affairs of the Prosecutor's Office, attain and maintain full operation efficiency and productivity and to direct the work force.

B. In recognition of the rulings of the Courts of New Jersey the parties recognize that the exercise of managerial rights is a responsibility of the Prosecutor on behalf of the taxpayers and that the Prosecutor cannot bargain away or eliminate any of its managerial rights.

C. The exercise of the foregoing powers, rights, authority, duties and responsibilities of the Prosecutor's Office, the adoption of policies, rules, regulations and practices in furtherance thereof and the use of judgment and discretion in connection herewith shall be limited only by the specific and express terms hereof are in conformity with the constitution and Laws of New Jersey and of the United States.

D. The Prosecutor and County agree to review and discuss with representatives of the Union any managerial decisions affecting job classification or duty changes which may be created due to the New Jersey Department of Personnel Reclassification, prior to implementation

E. The Prosecutor and County agree to hold harmless any member of the bargaining unit whose position or job classification may be affected by the New Jersey Department of Personnel Reclassification.

F. Nothing contained herein shall be construed to deny or restrict the County of its powers, rights, authority, duties and responsibilities under the Laws of the State of New Jersey.

#### ARTICLE FOUR

##### DEFINITIONS

The following words and terms, when used in this contract, shall have the following meanings, unless the contents clearly indicates otherwise:

Permanent employee - means an employee who has acquired Civil Service permanent status in his position after the satisfactory completion of a working test period.

Temporary employee - means persons hired in cases of emergency only for a period of not more than two (2) months, which two (2) month period of employment may be extended for a maximum of an additional two (2) months if the emergency is shown to continue.



Provisional appointment - means the appointment to a permanent position pending the regular appointment of an eligible person from a special re-employment, regular re-employment or employment list.

Part-time employee - an employee whose regular hours of duty are less than the regular and normal work week for the class or agency.

Seasonal - employees which are hired for the same short period of time during the year.

Retired employees - employees who retire from a State administered retirement system.

Dependents - include employee's spouse and any employee's unmarried children (including any step-children, legally adopted children and foster children dependent upon employee for complete support and maintenance and who have been reported for insurance from birth until 19 years of age, or 23 years of age if a full-time student attending an accredited college. Persons insured as employees are not included as dependents.

Grievance - any controversy arising from the interpretation, application or violation of policies, agreements, and administrative decisions which affect the terms and conditions or employment of an employee. The term "grievance" shall only include disciplinary matters where the penalty imposed on the employee is greater than three (3) days but not appealable to the New Jersey Department of Personnel because not greater than five (5) days. All disciplinary matters where the penalty imposed on the employee is greater than five (5) days will be handled under the present

provisions of the New Jersey Department of Personnel and will not be processed under the grievance procedure herein.

Overtime - means all hours worked in excess of normal scheduled hours.

Grant employees - means persons who are employed to fill positions funded wholly or at least 50 percent by State or Federal grants.

Anniversary date - date of hire or date of most recent title change or promotion.

#### ARTICLE FIVE

##### GRIEVANCE PROCEDURE

###### A. Purpose.

1. The purpose of this procedure is to secure at the lowest possible level, an equitable solution to the problems which may arise affecting the terms and conditions of this Agreement. The parties agree that this procedure will be kept as informal as may be appropriate.

2. Nothing herein contained shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the departmental supervisory staff and having the grievance adjusted without the intervention of the Association.

3. Any grievance may be raised by an employee or by the Association.

4. Where the problem involves an alleged violation of individual employment rights specified in the New Jersey Department of Personnel Law and/or Rules or Regulations for which a specific appeal to the New Jersey Department of Personnel is available the individual shall present his complaint to the New Jersey Department of Personnel, directly, in accordance with its rules.

5. Where the dispute involves the discipline of an employee, the following shall apply:

- (a) Disciplinary matters where the penalty imposed on the employee is three (3) days suspension or less are not grievable or subject to appeal by an employee.
- (b) Disciplinary matters where the penalty imposed on the employee is greater than a three (3) day suspension but not appealable to the New Jersey Department of Personnel because it is not greater than a five (5) day suspension shall be subject to the grievance procedure herein.
- (c) Disciplinary matters where the penalty imposed on the employee is greater than a five (5) day suspension will be handled under the present provisions of the New Jersey Department of Personnel and will not be processed under the grievance procedure herein.

B. Steps of the Grievance Procedure.

The following constitutes the sole and exclusive method for resolving grievances between the parties covered by this Agreement and shall be followed in its entirety unless any step is waived by mutual consent:

Step One:

(a) An aggrieved employee shall institute action under the provisions hereof by submitting his grievance in writing within five (5) working days after its occurrence to the P.B.A. representative and with a copy to the Prosecutor and Chief of County Detectives and a copy to the County's Personnel Officer. Having completed this, an earnest effort should be made to settle the differences between the aggrieved employee and the Chief for the purpose of resolving the matter informally. Failure to file his grievance in writing as aforesaid shall be deemed to constitute and abandonment of the grievance and shall bar the employee from any right to proceed further with the grievance.

(b) The Chief of County Detectives shall render a written decision within five (5) working days after receipt of the grievance. Failure to render such written decision within the time provided shall be deemed a denial of the grievance.

Step Two:

(a) In the event a satisfactory settlement has not been reached with the Chief of County Detectives, the employee may appeal his grievance to the Prosecutor within five (5) working days following receipt by the employee of the written determination of

the Chief. Such appeal shall be in writing signed by the aggrieved employee and delivered to the Prosecutor.

(b) The Prosecutor shall render a written decision within ten (10) working days from his receipt of the grievance. Failure to render such written decision within the time provided shall be deemed a denial of the grievance. The Prosecutor's decision shall conclude the grievance procedure, except for grievances involving interpretation and application of the provisions of this contract.

D. Grievances affecting the interpretation and application of the provisions of this contract not settled through Steps 1 and 2 may be referred to the Public Employment Relations Commission within five (5) days after the determination of the Prosecutor. An arbitrator shall be selected pursuant to the rules of P.E.R.C., however, no arbitration hearing shall be scheduled sooner than thirty (30) days after the final decision by the Prosecutor. In the event the aggrieved employee elects to pursue Civil Service Procedures, the arbitration hearing shall be cancelled and the matter withdrawn from arbitration. The Association shall pay whatever costs may have been incurred in the processing of the case to arbitration. The decision of the arbitrator shall be final and binding upon both parties, however, the arbitrator shall not have the authority to add to, modify, detract from, or alter in any way the provisions of this Agreement or any amendment or supplement thereto. The costs for the services of the arbitrator shall be

borne equally by the County and the Association. Any additional costs shall be paid by the party incurring same.

E. Nothing herein shall prevent any employee from processing his own grievance, provided representatives of the P.B.A. may be present at such hearings and provided further that no settlement with any such employee shall violate this Agreement.

## ARTICLE SIX

### DISCIPLINARY ACTION

The Prosecutor and County acknowledge the principal of progressive discipline. Depending on the magnitude of the offense, and subject to any other statutory or legal authority vested in the Prosecutor and County, the discipline issued by the county may be in any of the following forms:

- (a) Verbal Warning;
- (b) Written Warning;
- (c) Written Reprimand;
- (d) Demotion;
- (e) Minor Suspension -  
consists of a suspension up to three (3) days;
- (f) Minor Suspension Subject to Appeal -  
consists of a suspension of four (4) or five (5) days;
- (g) Major Suspension -  
consists of a suspension over five (5) days; and
- (h) Dismissal.

Providing there is no statutory or legal authority to the contrary, an employee who has been subject to a Minor Suspension Subject to Appeal (either a suspension for four (4) or five (5) days) may appeal such discipline through the Grievance Procedure. Providing there is no statutory or legal authority to the contrary, an employee who has been subject to discipline of a Major Suspension or Dismissal shall present any appeal to the New Jersey Department of Personnel. No other forms of discipline shall be subject to appeal.

#### ARTICLE SEVEN

##### VEHICLES

A. All vehicles assigned to the Prosecutor's Office will be standard size vehicles (not compacts). When necessary, a police package equipped vehicle will be utilized for transportation of fugitives or prisoners.

B. All new vehicles hereafter purchased or assigned to Prosecutor's Office shall be air conditioned and contain AM/FM radios.

C. It shall be the responsibility of each Detective or Investigator to immediately report any defective vehicle to their immediate supervisor.

D. In the event the Prosecutor or his designee determines that a vehicle is in unsafe operating and condition, said vehicle shall be removed from service and repaired.

E. It shall be the obligation of the Lieutenant or Captain assigned to a vehicle to keep same in good operating condition and to see that preventative maintenance is performed periodically.

## ARTICLE EIGHT

### **P.B.A. REPRESENTATIVES**

A. Accredited representatives of the P.B.A. may enter the County facilities or premises at reasonable hours for the purpose of observing working conditions or assisting in the adjustments of grievances. When the P.B.A. decides to have its representative enter the County facilities or premises, it will request such permission from the Prosecutor or his designee, and such permission will not be unreasonably withheld, provided there should be no interferences with the normal operations of the business of the Prosecutor's Office or normal duties of its employees.

B. One (1) P.B.A. Representative may be elected to represent the P.B.A. grievances with the Prosecutor. Each department shall elect its steward and the P.B.A. shall furnish the Board of Chosen Freeholders and Prosecutor with a list of representatives. There shall be one Chief Representative who shall be elected by the committee of the Local P.B.A.

C. The County and the Prosecutor agree to give time off the job with pay for P.B.A. Representatives performing their union duties. The P.B.A. agrees to take all steps necessary to insure



that this time is within reasonable limits and does not conflict with the representative's office responsibilities.

D. Pursuant to N.J.S.A. 11:26C-4, the Prosecutor agrees to grant a leave of absence with pay to the duly authorized representatives of P.B.A. Local 59, Police Benevolent Association, to attend any state or national convention of such organization. A certificate of attendance to the state or national convention shall be submitted by the representative so attending. Leave of absence shall be for a period inclusive of the duration of the convention with a reasonable time allowed for time to travel to and from the convention.

## ARTICLE NINE

### HOURS AND OVERTIME

#### Section 1. Hours:

For all employees in the Prosecutor's Office who hold the title of Lieutenant of County Detectives and Captain of County Detectives, the basic work day shall be eight (8) hours per day, forty (40) hours per basic work week, which may be scheduled Sunday through Saturday, inclusive.

In addition to the basic work day and work week set forth above, all Lieutenant of County Detectives and Captain of County Detectives shall be on permanent stand-by during all hours of the day, seven (7) days per week, Saturdays, Sundays, and holidays inclusive. Pursuant to this provision, all Lieutenant of County Detectives and Captain of County Detectives shall be free to use

off-duty time for their own purposes, subject only to being called into work in the event the Prosecutor or his designee shall so direct.

The employees covered hereunder shall perform such unlimited hours of duty, at such times, places, and duration as shall be directed by the Prosecutor or his designee.

Except in emergency situations, the Prosecutor shall endeavor to give each employee ordered to work beyond his basic work day or work week at least one half (1/2) hour prior notice of the assignment. The parties hereto recognize and acknowledge the unique nature of law enforcement work and agree that for all purposes the one half (1/2) hour notice provision set forth above is reasonable and fair.

Section 2. Overtime:

The parties acknowledge that the proper and efficient law enforcement mission of the Prosecutor's Office ordinarily and routinely requires the work of overtime hours by employees covered by this agreement. The parties further acknowledge that this overtime results in irregular hours of work during the week and varying hours of work from week to week.

It is agreed by the parties herein that as supervisory officers (Lieutenant and Captain of County Detectives) there will be no compensation for hours worked beyond the regular forty (40) hour work week, for the duration of this agreement.

## ARTICLE TEN

### HOLIDAYS

A. The following holidays shall be recognized:

- |                           |                               |
|---------------------------|-------------------------------|
| 1. New Year's Day         | 9. Columbus Day               |
| 2. Martin Luther King Day | 10. Veteran's Day             |
| 3. Lincoln's Birthday     | 11. General Election Day      |
| 4. Washington's Birthday  | 12. Thanksgiving Day          |
| 5. Good Friday            | 13. Day after Thanksgiving    |
| 6. Memorial Day           | 14. Christmas Day             |
| 7. Independence Day       | 15. Three Personal Leave Days |
| 8. Labor Day              |                               |

In the event Christmas Day falls on Thursday, the following Friday shall be an additional holiday hereunder.

B. Employees who are scheduled to work on the recognized holidays noted in this Article shall not receive any special or overtime pay.

Employees who are scheduled to work on the recognized days noted in this article shall be given a day off with pay at a later date in accordance with departmental rules established in Article TWENTY-ONE.

C. Whenever a holiday recognized in this Article is decreed to be a normal work day by an official of the State or County Courts, the employee so scheduled shall be granted a day off with pay at a later date within the calendar year.

D. Holidays which fall on Saturday will be celebrated on the preceding Friday. Holidays which fall on Sunday will be celebrated on the following Monday.

E. Personal Leave days are to be used by the employee for personal reasons and subject to the following conditions: A personal leave day shall be granted by the Prosecutor upon prior written request of the employee submitted to the Prosecutor or his designee. Said request shall be granted, at the discretion of the Prosecutor so long as the employee's absence can be granted without interference with the proper conduct of the department. Personal Leave days shall not accumulate, but must be used in the calendar year.

## ARTICLE ELEVEN

### VACATIONS

A. Annual vacation leave with pay shall be granted to employees according to the following schedule:

<u>Length of Service</u>	<u>Number of Days</u>
1st year	1 per full month employed
2nd - 10th year	12 annually
11th - 15th year	15 annually
16th - 20th year	17 annually
21st - 25th year	20 annually
25 + years	25 annually

Permanent part-time employees shall receive vacation credit allowance as provided below.

B. Vacation allowance must be taken during the current calendar year at such time as permitted or directed by the appointing authority, unless the appointing authority determines that it cannot be taken because of pressure of work. Any unused vacation may be carried forward into the next succeeding year only.

C. Annual Vacation Leave with pay is earned on a pro-rated basis based upon an employee's service with the County. Initial year of hire vacation days must be earned before they can be used. Each year thereafter, each employee shall become entitled to his or her vacation leave as specified in Paragraph A above on January 1st of said year. An employee who leaves County service before end of calendar year shall have his or her vacation leave pro-rated based upon time earned. An employee shall reimburse the County for paid vacation leave days used in excess of his or her pro-rated entitlement. An employee who leaves County Government service shall be paid for unused earned vacation leave. Proration does not apply to County directed layoffs, disability retirement, or to employees who terminate employment with ten (10) years of service or more with the County of Cape May. An employee who exhausts all paid vacation leave in any one year shall not be credited with additional paid vacation leave until the beginning of the next calendar year. Upon death of employee, unused vacation leave shall be paid to the employee's estate. Vacation leave is not earned during the period of time while employee is on suspension or on leave of absence without pay.

D. Permanent part-time employees shall receive vacation credit allowance on the following basis: One vacation day will be earned for each twenty-two (22) days worked. Maximum vacation days that can be earned in any calendar year is twelve (12) days. Any vacation days, sick leave days, or personal leave days that have been earned and used shall be included in computing the twenty-two (22) days referred to above.

## ARTICLE TWELVE

### HEALTH BENEFIT PROGRAM

1. The County will provide a Health Benefit Program which includes the following coverage:

A. A Hospitalization-Surgical-Medical Benefit Plan.

Effective upon the signing of this agreement, a One Hundred (\$100.00) Dollar Co-Payment shall apply to each Hospital admission up to a maximum of two (2) hospital admissions per calendar year per family.

B. An unlimited maximum on Major Medical coverage after an initial \$200 Individual Deductible/\$400 Aggregate Deductible with 80% Co-Insurance up to \$2,000.

C. An eye care coverage plan for all employees and their dependents covered under this Agreement.

D. A Prescription Insurance Plan for all employees and their dependents with a \$5.00 Co-Pay with an alternate zero (0) Co-Pay for Generic Drugs.

E. A disability coverage insurance plan with benefits of \$90 per week for a period of thirteen (13) weeks.

F. Life insurance coverage for each employee in the amount of \$5,000.

G. A Full Family Dental Care Plan.

H. Upon retirement, the County shall continue the hospitalization and life insurance program for retiring employees with twenty-five (25) years of service with the County of Cape May until the death of the employee.

2. Employees who can certify other health care coverage through a spouse's employment may elect to opt-out of coverage and receive a payment of \$500 per annum pro-rated for the period of time each calendar year that coverage does not apply to the employee. Checks for opting-out will be issued on or about December 1st of each year.

3. In the event a husband and a wife are both employed by the County, Health Care Insurance Coverage provided hereunder shall be afforded to only one designated spouse with the other spouse covered as a family member. The non-designated spouse shall receive a payment of \$500 per annum in lieu of coverage. Checks for this payment will be issued on or about December 1st of each calendar year. In the event the designated covered spouse dies, terminates employment, or should the marriage be dissolved by divorce, the non-designated spouse shall once again become covered and the \$500 payment shall be prorated.

4. Employees who do not work a minimum of twenty (20) hours per week shall not be covered by the County's Health Benefit Program set forth above.

5. The County reserves the right to review and change the Health Benefit Insurance Coverage set forth above or to implement a Cape May County Self-Insured Health Benefits Plan during this contract as long as the level of coverage provided is on balance appreciably comparable to the current coverage.

6. In the event an employee undertakes drug or alcohol rehabilitation under the County's Health Care Benefit Plan, the employee may apply for a Leave of Absence and such leave will not be unreasonably denied.

The County shall provide a total of \$1,000,000.00 (One Million Dollars) false arrest insurance. This insurance shall cover error in judgment and civil rights violations.

### ARTICLE THIRTEEN

#### SICK LEAVE

##### A. Service Credit for Sick Leave

1. All employees shall be entitled to sick leave with pay as specified hereunder.

2. Sick leave for purposes herein is defined to mean absence from work of an employee because of personal illness by reason of which such employee is unable to perform the usual duties of his position, exposure to contagious disease, a short period of



emergency attendance upon a member of his immediate family critically ill and requiring the presence of such employee or death in the immediate family. For the purposes of this Article, "member of immediate family" is interpreted as meaning father, mother, husband, wife, child, foster child, sister, brother or relatives of the employee residing in employee's household.

#### B. Amount of Sick Leave

1. The minimum sick leave with pay shall accrue to any fulltime employee on the basis of one (1) working day per month during the remainder of the first calendar year of employment after initial appointment; and fifteen (15) working days in every calendar year thereafter.

2. Any amount of sick allowance not used in any calendar year shall accumulate to the employee's credit from year to year to be used if and when needed for such purpose.

3. Temporary, provisional and permanent part-time employees shall be granted sick leave credit on a proportionate basis.

\* SEE #4 BELOW

#### C. Reporting of Absence on Sick Leave

1. If an employee is absent for reasons that entitle him to sick leave, the Prosecutor or his designee shall be notified prior to the employee's starting time.

a. Failure to so notify the Prosecutor or his designee may be cause of denial of the use of sick leave for that absence and constitute cause for disciplinary action.

\* 4. An employee who leaves employment for any reason during the calendar year shall reimburse the Employer for paid working days used in excess of his or her pro-rated and accumulated entitlement. Proration does not apply to County directed layoffs, disability retirement, or to employees who terminate employment with ten (10) years of service or more with the County of Cape May

b. Absence without notice for five (5) consecutive days shall constitute a resignation not in good standing.

D. Verification of Sick Leave

a. An employee who shall be absent on sick leave for five (5) or more consecutive work days may be required to submit acceptable medical evidence substantiating the illness.

1. An employee who has been absent on sick leave for periods totaling more than fifteen (15) days in one calendar year consisting of periods of less than five (5) days shall have his or her sick leave record reviewed by the Prosecutor and thereafter may be required to submit acceptable medical evidence for any additional sick leave in that year. In cases where an illness is of a chronic or recurring nature causing recurring absences of one day or less, only one submission of such proof shall be necessary for a period of six (6) months.

2. The Prosecutor may require proof of illness of an employee on sick leave, whenever such requirement appears reasonable. Abuse of sick leave shall be cause for disciplinary action. The Prosecutor may adopt such other sick leave verification procedures that are reasonable and which the Prosecutor and County deem appropriate.

b. In case of leave of absence due to exposure to contagious disease, a certificate from the Board of Health of the employee's municipality of residence shall be required prior to the employee's return to work.

c. The Prosecutor may require an employee who has been absent because of personal illness, as condition of his return to work, to be examined, at the expense of the County, by a physician designated by the County. Such examination shall establish whether the employee is capable of performing his normal duties and that his return to work will not jeopardize the health or safety of other employees.

#### E. Part-Time Sick Leave

Part-time employees shall receive sick leave credit allowance on a proportionate basis. One (1) sick leave day will be earned for each seventeen (17) days worked. The maximum sick leave days that can be earned is fifteen (15) days per year. Any vacation sick leave, or administrative leave days that have been earned and used are included in the seventeen (17) day total referred to above.

#### F. Sick Leave Payment at Retirement

At retirement, the County agrees to pay each employee an amount equal to fifty (50%) percent of all accrued and unused sick leave up to a maximum payment of \$12,000.

## ARTICLE FOURTEEN

### WORKMENS'S COMPENSATION/INJURY LEAVE

Whenever an employee is disabled through injury or illness as a result of, or arising from, his employment, he or she shall be provided by the County with the same benefits as provided pursuant to N.J.S.A. 34:15-1, et seq. (the Workmen's Compensation Act of New Jersey). The County self-insures coverage required by this Act and these coverage are provided subject to the following conditions:

1. The disability must be due to an injury or illness resulting from the employment.

(a) Injuries or illnesses which would not have occurred but for a specific work-related accident or condition of employment are compensable.

(b) Pre-existing illnesses, diseases and conditions aggravated by a work-related accident or condition of employment are not compensable when such aggravation was reasonably foreseeable.

(c) Illnesses which are generally not caused by a specific work-related accident or condition of employment, are not compensable except when the claim is supported by medical documentation that clearly establishes the injury or illness is work-related.

(d) Psychological or psychiatric illness is not compensable, except when such illness can be traced to a specific work-related accident or occurrence which traumatized the employee

thereby causing the illness, and the claim is supported by medical documentation.

(e) An injury or illness not compensable when the appointing authority has established that the employee has been grossly negligent, including those injuries or illnesses arising from impairment due to alcohol or drug abuse.

2. Any accident resulting injury for which the employee seeks compensation must occur on the work premises.

(a) Work premises are the physical area of operation of the County, including buildings, grounds and parking facilities provided by the County.

(b) An injury occurring off the work premises is compensable only when the employee is engaged in authorized work activity or travel between work stations.

3. For the injury to be compensable, it must occur during normal work hours or approved overtime.

(a) Injuries which occur during normal commutation between home and the work station or home and a field assignment are not compensable.

(b) Injuries which occur during lunch or break periods are not compensable. However, employees who are required by the County to remain at a particular job location during lunch and/or work break shall not be precluded from receiving benefits.

4. An employee is required to report to his or her supervisor any work accident or condition claimed to have caused disability upon occurrence or discovery, and is responsible for

completing a written report on the matter within five (5) days or as soon as possible thereafter. The report shall include a statement of when, where and how the injury or illness occurred, statements of witnesses and copies of all medical reports concerning the injury or illness.

(a) The County may require the employee to be examined by a physician designated and compensated by the County.

Whenever the County-designated physician shall report in writing that the employee is fit for work, such leave shall terminate and such employee shall forthwith report for work.

Any employee on injury leave resulting from injury while on County work, shall continue to accrue sick leave credits while he or she remains on the payroll.

5. The County may, in its discretion and at its sole option, require or permit an employee who is off on Worker's Compensation leave to perform "light duty" if the County determines it is available.

6. Whenever an employee is disabled through injury or illness as a result of or arising from employment with the County and is eligible for Worker's Compensation Benefits as provided for above, the employee shall be granted total benefits as follows:

(a) First twenty (20) work days during which Worker's Compensation benefits are paid - one hundred (100%) percent of employee's base wages.

(b) Next thirty (30) work days during which Worker's Compensation benefits are paid - ninety (90%) percent of employee's base wages.

(c) Next thirty (30) work days during which Worker's Compensation benefits are paid - eighty (80%) percent of employee's base wages.

(d) Thereafter, such amounts as are payable under the Worker's Compensation Law of New Jersey.

Payments provided in subsections (a), (b), and (c) are total payments and are not in addition to payments made pursuant to the Worker's Compensation Law.

## ARTICLE FIFTEEN

### FUNERAL LEAVE

A. Employees shall be granted special leave with pay in the event of death in the employee's immediate family as provided below. Funeral leave shall commence upon notification of death and shall terminate the day following interment. Funeral Leave is for the purposes of attending the funeral of the decedent and/or making funeral arrangements relating thereto.

Up to a maximum of three (3) days for the death of: husband, wife, father, mother, grandfather, grandmother, son, daughter, sister, brother, grandchildren, and step-parent and step-child who reside in the employee's residence.

One (1) day, if necessary, for the death of: father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law.

B. Request for funeral leave shall be subject to the approval of the Prosecutor. Such approval shall not be unreasonable denied.

C. In the event the services for the deceased are held out of state, the employee may charge any additional days in excess those provided in Paragraph A hereof, to sick leave.

#### ARTICLE SIXTEEN

##### **SALARIES AND COMPENSATION**

A. The wages for employees hereunder shall be as provided in "Schedule A" attached hereto and made a part hereof. All wages shall be authorized by an appropriate resolution to be adopted by the County. The wages outlined in accordance with Exhibit "A" attached hereto shall be the wages paid to all employees employed as of the date of the signing of this Agreement, and whose names appear on said Exhibit "A".

There shall be no Salary Guide for employees covered under this Agreement. New employees shall be hired at a salary established by the Prosecutor after consultation with the County.

B. Wages paid to employees hereunder shall be retroactive to January 1 of each respective year of this Contract, as set forth on Exhibit "A" except that no employee shall be entitled to the



increased salaries set forth on Exhibit "A" unless such increase has been approved by the Prosecutor in accordance with the Prosecutor's annual Merit/Evaluation System, a copy of which is attached hereto as Exhibit "B".

#### ARTICLE SEVENTEEN

##### LONGEVITY PAY

No longevity pay is payable to any employee covered by this Agreement.

#### ARTICLE EIGHTEEN

##### SHIFT DIFFERENTIAL

During the tenure of this Agreement, there shall be no shift differential provided in any departments covered by this Agreement.

#### ARTICLE NINETEEN

##### CLOTHING ALLOWANCE

A clothing allowance for each employee will be provided in the form of payment of Six Hundred Seventy-five (\$675.00) Dollars per year and shall be made by the submission of the proper vouchers by the employee after adoption of the annual County Budget.

## ARTICLE TWENTY

### **BULLETIN BOARDS**

Bulletin boards shall be made available by the County and shall be designated "P.B.A. Bulletin Boards." These bulletin boards may be utilized by the P.B.A. for the purpose of posting P.B.A. announcements and other information of a non-controversial nature. The department head or his representative may have removed from the bulletin board any material which does not conform with the intent and provisions of this Article.

## ARTICLE TWENTY-ONE

### **WORK RULES**

The Prosecutor may adopt and post or otherwise disseminate such rules and regulations as he may desire, provided the same are not contrary to this agreement and further provided that the P.B.A. shall have the right to grieve with reference to same within ten (10) working days after the same are posted or disseminated and/or copy sent to the P.B.A.

## ARTICLE TWENTY-TWO

### **NO-STRIKE PLEDGE**

A. The P.B.A. covenants and agrees that during the term of this agreement, neither the P.B.A. nor any person acting in its behalf will cause, authorize, or support, nor will any of its

members take part in any strike (i.e., the concerted failure to report for duty, or willful absence of any employee from his position, or stoppage of work or abstinence in whole or in part, from the full, faithful and proper performance of the employee's duties of employment), work stoppage, slowdown, walkout or other job action against the County and/or the Prosecutor's Office. The P.B.A. agrees that any such action would constitute a material breach of this agreement.

B. In the event of a strike, slowdown, walkout or other job action, it is covenanted and agreed that participation in any such activity by an P.B.A. member shall entitle the County and/or the Prosecutor to invoke the following:

Such activity shall be deemed grounds for termination of employment of such employee or employees, subject however, to the application of the Civil Service Law where applicable.

C. The P.B.A. will actively discourage and will take whatever affirmative steps are necessary to prevent or terminate any strike, work stoppage, slowdown, walkout or other job action against the County or the Prosecutor's Office.

D. Nothing contained in this agreement shall be construed to limit or restrict the County or the Prosecutor in their right to seek and obtain such judicial relief as they may be entitled to have in law or in equity for injunction or damages or both in the event of such breach by the P.B.A. or its members.

## ARTICLE TWENTY-THREE

### NON-DISCRIMINATION

A. There shall be no discrimination by the parties hereto against an employee on account of race, color, creed, sex, age, marital status, or natural origin.

B. All references to employees in this agreement designate both sexes, and wherever the male gender is used, it shall be construed to include male and female employees.

C. There shall be no discrimination, interference, restraint, or coercion by the County or the Prosecutor or any of their representatives against any of the employees covered under this agreement because of their membership or non-membership in the Union or because of any lawful activities by such employee on behalf of the Union. The Union, its members and agents, shall not discriminate against, interfere with, restrain or coerce any employees covered under this agreement who are not members of the Union.

## ARTICLE TWENTY-FOUR

### FAIR LABOR STANDARDS ACT

It is acknowledged that commencing on April 15, 1986, the County may be required to comply with the provisions of the Fair Labor Standards Act (FLSA) and the regulations promulgated thereunder as they relate to certain employees covered by this Agreement. The County reserves the right to take appropriate action to ensure such compliance, including, but not limited to:

1. The exercising of any election or option available to it under FLSA or the regulations;
2. The awarding of compensatory time in lieu of monetary compensation for overtime;
3. The establishing of procedures to monitor and control hours worked and overtime;
4. The crediting of any overtime payments pursuant to this Agreement against any overtime obligation incurred under FLSA; and
5. The establishing of such rules and regulations as may be necessary to ensure compliance with the provisions of FLSA and the regulations promulgated thereunder.

#### ARTICLE TWENTY-FIVE

##### SEPARABILITY AND SAVINGS

If any provisions of this agreement or any application of this agreement to any employee or group of employees is held invalid by operation of law or by a Court or other tribunal of competent jurisdiction, such provision shall be inoperative, but all other provisions shall not be affected thereby and shall continue in full force and effect.

## ARTICLE TWENTY-SIX

### FULLY BARGAINED PROVISIONS

This agreement represents and incorporates the complete and final understanding and settlement by the parties on all bargainable issues which were or could have been the subject of negotiations. During the term of this agreement, neither party will be required to negotiate with respect to any such matter, whether or not covered by this agreement, and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this agreement.

## ARTICLE TWENTY-SEVEN

### DEDUCTIONS FROM SALARY

The County agrees to deduct from the salaries of its employees subject to this agreement, dues for the P.B.A. The P.B.A. will provide the necessary "check-off authorization" form and deliver the signed forms to the County Comptroller. If during the life of this agreement there shall be any change in the rate of membership dues, the P.B.A. shall furnish to the County written notice prior to the effective date of such change. The P.B.A. shall indemnify, defend and save the County harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken in the County in reliance upon salary deduction authorization cards submitted by the P.B.A. to the County.

## ARTICLE TWENTY-EIGHT

### TERM AND RENEWAL

This agreement shall be in full force and effect as of January 1, 1992 to December 31, 1992. This agreement shall continue in full force and effect from year to year thereafter, unless any party gives notice to the other parties, in writing, at least one hundred eighty (180) days prior to the expiration date of this agreement, of a desire to change, modify or terminate this agreement.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be properly signed and sealed the day and year first above written.

P.B.A., LOCAL #59  
POLICE BENEVOLENT ASSOCIATION

By: *Charles A. [unclear]*

Attest:

*James E. [unclear]*

THE COUNTY OF CAPE MAY  
BOARD OF CHOSEN FREEHOLDERS  
CAPE MAY COUNTY, NEW JERSEY

By: *William F. [unclear]*

Attest:

*Lepine E. [unclear]*

PROSECUTOR, COUNTY OF CAPE MAY

By: *John [unclear]*  
Prosecutor



EXHIBIT "A"

SCHEDULE OF WAGES

<u>Name</u>	<u>1992 Salary</u>
Captain of County Detectives	
Rybicki	\$46,200
Lieutenant of County Detectives	
Vaden	\$45,200
Pierce	\$45,200
Barnett	\$45,200
McGowan	\$45,200

## EXHIBIT "B"

### MERIT/EVALUATION SYSTEM

#### Details

1. A merit-evaluation system for personnel in the Office of the Prosecutor is hereby established.
2. The attached evaluation report is approved for this purpose.
3. All personnel below the rank of Captain will be evaluated semi-annually; Investigators during March and September and Lieutenants during April and October.
4. Detectives/Investigators will be evaluated by Lieutenants. Lieutenants will be evaluated by the Captain of Detectives or his designee.
5. Three signatures shall appear on each evaluation; that of the rater, the ratee and the reviewer.
6. The reviewer shall be the Chief of Detectives/Investigations.
7. Each ratee shall be evaluated in nine categories; in the case of Lietenants, twelve categories.
8. Each category will receive a mark of 1, 2 or 3. 1 denotes acceptable, 2 indicates some improvement needed, and 3 signifies unacceptable.
9. The narrative portion of the report will be utilized in all evaluations. If, in any of the evaluation categories a mark other than "1" appears, the rater will use this space to explain, with as much specificity as possible, the underlying reasons. The narrative portion may also be utilized to discuss the ratee's strengths, achievements, goals, isolated errors or problems not serious enough to warrant a 2 or 3, or any other aspect of the ratee's performance not covered by the designated evaluation categories.
10. The Chief of Detectives/Investigations is empowered to alter, with the knowledge of the ratee, any of the numbered evaluation categories and make additional comment or observations in the narrative portion of the report. Should this occur, the Chief of Detectives/Investigations shall create an Administrative Report indicating the change and his reasons, and attach same to the Evaluation Report. The numbered marks and narrative on the original Evaluation Report will not be altered.

MERIT/EVALUATIONS  
(Continued)

11. Evaluation reports shall be made in the original only and retained in the confidential file of the Chief of Detectives/Investigations.

**EVALUATION CATEGORIES DEFINED**

Job Skills

This category involves judgment of an officer's police skills and knowledge of investigative techniques as related to the state's criminal code and the Rules of Evidence. It includes the employee's ability to interview witnesses and suspects, logically structure and report a case and effectively utilize sources of information in bringing assignments to a successful conclusion.

Equipment Care

Refers to the proper maintenance and appearance of all county-owned equipment utilized in the performance of duty. It includes, but is not limited to, vehicles, weapons, office spaces and supplies, and communications and surveillance equipment.

Observance of Work Hours and Regulations

Self-explanatory.

### Attitude

One of the single most important aspects of an individual's employment. Attitude is reflected by the manner in which an officer relates to citizens, co-workers and such other persons as he/she may liaison with in performing investigations. It bears on an individual ability to project a professional, positive image of the Prosecutor's Office in public contacts and the use of personality skills to promote a cooperative, harmonious atmosphere among fellow employees in the attainment of office objectives.

### Initiative

This element is closely associated with attitude. It bears directly on the individual's desire to perform well and is a measure of the officer's motivation, enthusiasm and willingness to accept responsibility. It also relates to applying extra effort in sensitive or complicated investigations and performing, without instructions, in a manner that reflects credit on the office and himself.

### Personal Appearance

Except for undercover and manual work assignments, consistently appropriate appearance with respect to dress and grooming is required of all investigative personnel.

### Accepts Direction

Relates to an officer's ability to accept and follow instructions. It also involves the manner in which directions are executed, with emphasis on being prompt, thorough and cooperative regarding a given assignment or instruction.

### Job Performance

Job performance is a measure of how an officer accomplishes assignments. It encompasses the use of common sense and good judgment along with the ability to plan and organize daily activities. It further relates to the quality of investigative work and reports.

### Stress Management

Measures an officer's reaction to stressful situations and job frustration. It reflects the employee's capacity to be effective, reasonably calm and productive when working under adverse circumstances and conditions.

Contract no. 582

**BOARD OF CHOSEN FREEHOLDERS  
CAPE MAY COUNTY, NEW JERSEY**

**RESOLUTION  
No. 275-92**

RESOLUTION AUTHORIZING THE EXECUTION OF AGREEMENT BETWEEN CAPE MAY COUNTY AND THE COUNTY PROSECUTOR OF THE COUNTY OF CAPE MAY AND P.B.A. LOCAL 59, POLICE BENEVOLENT ASSOCIATION.

WHEREAS, an agreement has been reached by and between Cape May County and the County Prosecutor of Cape May County and the P.B.A. Local 59, Police Benevolent Association covering the period January 1, 1992 through December 31, 1992, and it is desired to authorize the execution of a formal written contract;

NOW, THEREFORE, BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Cape May, that the proper officers of the Board, to wit, the Director and the Clerk of the Board, be and they are hereby authorized and directed to execute a contract between Cape May County and the Prosecutor of Cape May County and P.B.A. Local 59, Police Benevolent Association, in the form attached hereto and by this reference made a part of this resolution as Schedule "A".

cc: P.B.A. Local 59  
Prosecutor's Office  
County Treasurer  
Personnel (2)  
Mr. Pepper, Esquire  
County Counsel  
File: Union/P.B.A. 59

Offered by Sh. Ralph E. Sheets Seconded by E. Ralph W. Evans

STATE OF NEW JERSEY }  
COUNTY OF CAPE MAY } ss.:

I, Diane E. Rudolph, Clerk of the Board of Chosen Freeholders of the County of Cape May, State of New Jersey, do hereby certify that the foregoing is a correct and true copy of a resolution adopted by the Board at a meeting duly held on the 24th day of March 1992

Signed, Diane E. Rudolph  
Clerk of the Board.

Roll Call	Ayes	Nays	Abstain	Absent
Mr. Sturm	✓			
Mr. Beyal	✓			
Mr. Jessel	✓			
Mr. Sheets	✓			
Mr. Evans				